

# Terms and conditions for other services

## I. Scope

1. To assembly, installation, commissioning, service, maintenance, and support ordered by our customers – hereinafter „services“ – the following terms shall apply:
2. Services shall be requested in a timely manner and in writing. We reserve the right to entrust another company with such work unless the customer demonstrates a justified interest that we should render the service ourselves.
3. The activities only cover the scope as provided for by contract. Any activities beyond this scope require our written confirmation before performance. Transmission by telefax meets the written form requirement. Except for the members of the managing board and the authorised signatory (German Prokurist), our employees shall not be entitled to come to any different or additional agreement and/or to covenant any supplements with legal effect. Any work not confirmed in writing shall be without guarantee.

## II. Customer's cooperation

1. The customer shall support the personnel sent by us or the personnel of companies entrusted by us – hereinafter „personnel“ or „employee/s“ – in performance of work at its own expense. Especially in the case that we entrust only one employee with the work and that the work is to be done in confined spaces (e.g. scales pit) or elsewhere than the normal workspace of the other work force, the customer shall provide for a German-speaking helper available during the entire time of activities. Moreover, this person ensures that communication with the competent bodies of the orderer required in case of emergency to take appropriate rescue measures, is started. The customer shall take the measures required to protect persons and property at the site where the services are rendered, shall instruct the nominated person in control of work activities regarding the safety regulations, and shall point out any violation of such safety regulations to this person.
2. The customer shall remove obvious hazard sources before work starts. Including but not limited to the following:
  - a) cleaning of scales pits and permanent ventilation of the scales pits during the entire working time;
  - b) removal of toxic and/or combustible or explosive gases from the work environment;
  - c) protection against workers falling off and/or against falling objects in cases where activities take place on several levels;
  - d) providing for an effective traffic control and – where required – putting up of barriers around the installation site;
  - e) provision of look-out men, incl. the required equipment, in cases where work is effected at track systems;
  - f) isolation from power supply of any electrical system concerned, incl. the required safeguards against restart.Should it be required to pay regard to the operational procedures at the customer's, this requires express notification.
3. Before any work is started, the customer shall provide information about
  - a) the position of covered power and gas lines, water pipes, or similar installations,
  - b) escape routes, locations of fire extinguishers, first-aid kits, etc.,
  - c) static proofs as requiredwithout being requested to do so and provide for hot-work permits and fire pickets where required.
4. The customer undertakes to do and provides at its own expense and in a timely manner:
  - a) all earthwork, construction work, and other appurtenant works, including the skilled personnel and the helpers required for such work;
  - b) the equipment required for the services, such as scaffolds, hoists, and others;
  - c) power, water, heating, lighting, and other utilities and disposal facilities on site, including corresponding connection;
  - d) suitable, dry, and lockable rooms to keep materials and tools in custody. Furthermore, the customer shall take measures to protect our property on site, which shall be the same as the customer would take to protect its own property;
  - e) protective clothing and protective devices required on site due to particular circumstances;
  - f) the test weights and materials required for function tests and commissioning as well as any other condition required to this end.
5. Before work is started, the services to be performed by the customer shall be complete and access to the workplace shall be provided for.
6. The customer shall promptly attest the working times of the employees on the certificates of employment submitted; this is required when the work is complete or – in case of longer deployment – every week.
7. Unloading, storing, and transport of the delivered goods to the site where the services are rendered shall be at the customer's risk. The customer bears the risk of accidental damage to and accidental loss of the equipment during the work.

## III. Commissioning / acceptance / times

1. If commissioning has been expressly agreed for certain consignments, the customer shall without delay appoint a person to be responsible for commissioning. Commissioning means checking the functional performance of our consignment in conjunction with the operating facility of the customer. Free of charge, the customer shall ensure that the necessary operational conditions for carrying out commissioning and the function test exist, and shall implement the necessary measures, and shall in particular provide us with test weights as well as sufficient original material. When commissioning and the function test have been successfully carried out, a state of readiness for operation is deemed to exist. The customer shall confirm this to us in a written record. The customer may not refuse to sign this written record if only insignificant defects exist; such defects shall then be set forth in the written record. Our consignments pass into the sphere of responsibility of the customer as soon as the state of readiness for operation exists, insofar as risk has not passed already.

2. If trial operation has been expressly agreed for certain consignments, this begins with the state of readiness for operation of our consignments; however, not later than two weeks after these have been assembled or installed if it was not possible to achieve the state of readiness for operation due to reasons for which the customer is answerable. Trial operation is deemed to have been successful if the consignments function largely free from defects during the agreed period. If no period has been agreed for the trial operation, a period of two weeks is deemed to have been agreed. The customer shall immediately confirm successful completion of the trial operation in writing. This confirmation may not be refused by the customer if only insignificant defects exist; such defects shall be set forth in the confirmation.
3. If commissioning or trial operation has been agreed, each week the customer shall certify to us without delay the working hours of our personnel.
4. If we perform our supplies and services within the framework of a contract for work, the record signed by the customer in accordance with III, 3 regarding the state of readiness for operation of consignments shall at the same time constitute the customer's declaration of acceptance. If trial operation was additionally agreed, the confirmation by the customer of successful completion of trial operation in accordance with III, 3 shall constitute the customer's declaration of acceptance.
5. Times and dates announced are only approximate, unless a fixed date is promised or agreed. Should rendering of a service be delayed due to unforeseen events or if the customer fails to perform its contractual obligation to cooperate, the term for rendering the service will be prolonged adequately. If the delay is beyond our control, the customer shall bear the costs for waiting and travel times to a reasonable extent.

## IV. General terms

1. Designation and specification of the services to be rendered by us as well as the remuneration arise from the confirmation of order or the contract
2. Unless otherwise agreed, billing on the clock shall be applicable to the services rendered by us. Billing shall be based on our cost rates applicable at the moment of sending the employee/s. Should you do not have these rates on hand, please call for them. The cost rates are exclusive of VAT. An adequate surcharge applies to any work to be performed under extremely dirty or difficult circumstances.
3. An employee working on a domestic site for more than two weeks shall be allowed to travel home at one weekend at the customer's expense. Living allowance shall not be applicable for this time.
4. The charges for any senior construction manager, safety coordinator, or helper required on site will be invoiced separately to the customer.
5. As far as this is possible our personnel works during the local working hours.
6. Normally, our personnel travels by car or light lorry to the site. For any other means of traveling, we charge second-class train journey or business-class flight.
7. Furthermore shall apply our „Conditions of sale and delivery and terms of payment“, particularly to any warranty issue and/or liability.

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## OAS AG

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